

Todd A. Dyer
Fed. Reg.# 05409-089
FCI Elkton
P.O. Box 10
Lisbon, OH 44432
(330) 420-6200

Date: May 24, 2019

U.S. Postal Service Certified Mail
Receipt # 7017 3380 0000 3463 4007

Steven Cuda, Esq.
101 Van Buren Street
Woodstock, IL 60098

RE: Case No.: 18LA000315 and 18LA000436
Bakley Settlement Offer

Dear Mr. Cuda:

I have sent another e-mail invitation to communicate. However, I have not gotten an acceptance from your end.

My complaints, in my opinion, subjects the Bakley family members to significant civil and potential criminal liability.

I do not believe that this situation was initiated by the Bakleys, however, they did breach our agreement and I believe I have a legitimate claim based on their repeated, illegal, unauthorized, and surreptitious recordings of our phone calls. If they work with me, I will attempt to make the resolution of this situation mutually advantageous to all parties.

I further believe that I will be successful in the near future in overturning my federal criminal convictions, which would leave the Bakleys without an affirmative defense. I have no ill feelings toward the Bakley family, I understand that it was the federal authorities that coerced them.

I extend to you and your clients an olive branch and a one time opportunity to resolve these litigations.

This is my offer:

*loan Agri Business Investors LIMITED Partnership \$1,000,000 on a 60 month note at 1% over prime with principal and interest due at maturity

- *give me a sworn affidavit from the Bakleys disclosing who and when they gave the telephone recordings to (US Attorney's Office, IRS, and/or FBI) and/or if the recording were destroyed in lieu of turning them over to me (a requirement of the May 1, 2015 Consulting Agreement)
- *give me a sworn affidavit disclosing whether or not you were contacted by my father and/or Attorney Hanlon and/or if the Bakleys settled with my father since my incarceration


In exchange:

- * I will dismiss both cases against the Bakleys with prejudice.
- * I will indemnify the Bakleys against any and all future civil litigation.
- * I will agree not to participate in any civil or criminal proceedings to the best of my ability within the confines of legal behavior.
- * I will work with you and/or the Bakleys to counter any attempts by my father and his counsel to bring suit against the Bakleys with evidence not in his or your clients possession.
- * If the Bakleys have not settled with my dad, I will settle with him out of the loan proceeds on the Bakleys behalf and get the necessary releases.
- * Agri Business Investors LIMITED Partnership will sign a note as described above and secure the note with stock warrants we possess in an entity believed to be a predecessor to publicly traded Farmland Partners, Inc. (FPI:NYSE).
- * Additionally, Agri Business Investors LIMITED Partnership will sign a second note that will allow the Bakley family to recover the consulting fees paid to me in connection with the May 1, 2015 Consulting Agreement in the event my settlement with publicly traded Farmland Partners enter alias surpassed a certain benchmark level minus my tax obligation on that income (by my estimation, the second note will be for approximately \$600,000).

If these terms are amendable to you and your clients, please contact me by legal mail or through my secretary, Tracy Lynn Bolton at ycart22@gmail.com.

I look forward to hearing back from you and please give the Bakleys my condolences regarding their mother's passing.

Sincerely,



Todd A. Dyer #05409-089